

Mr. Timothy Martz
March 24, 1993
Page 4

5. Each party shall bear all costs incurred in connection with the transaction contemplated by this letter, including the respective costs of preparing the agreement and the necessary application before the Federal Communications Commission to be filed jointly by the parties.

6. Buyer may assign its rights and obligations under this letter to a subsidiary corporation provided it is wholly owned and controlled by Timothy Martz and assumes all the rights and obligations under the proposed Purchase Agreement.

7. This letter may be signed in counterparts, all which taken together shall constitute one instrument and any of the parties hereto may execute this letter by signing in any such counterpart. The memorandum shall become effective upon execution by all parties hereto.

Please indicate your acceptance of the terms and conditions of this proposal by signing in the space provided below.

Sincerely,

CAVAN COMMUNICATIONS CORP.

J. Dominic Monahan, President

ACCEPTED BY AND AGREED TO:

FOUR SEASONS COMMUNICATION

Timothy Martz, President

DATE

March 16, 1993

Mr. Timothy Martz
5595 Liberty Road
Chagrin Falls, Ohio 44022

Re: **Memorandum of Understanding Regarding
the Purchase and Sale of
Radio Station WTMS(AM/FM), Presque Isle, Maine**

Dear Tim:

This letter will serve as a Memorandum of Understanding between Cavan Communications Corporation and Four Seasons Communications, Inc. ("Four Seasons" or "Buyer") and will memorialize the various discussions we have had regarding the offer of Four Seasons to purchase all of the tangible and intangible assets used and useful in the operation of Station WTMS-AM/FM, Presque Isle, Maine from Cavan Communications Corporation ("Cavan" or "Seller"), such assets to be conveyed free and clear of all debt, liens, encumbrances or other liabilities. The sale and purchase of the station's assets would be subject to the following terms and conditions:

1. At the closing (the "Closing") to be held on a date set by Buyer no later than 60 days after the consent of the Federal Communications Commission ("FCC") to the assignment of the license for the stations has been publicly announced and no longer subject to judicial or administrative review subject to a waiver of such Final Order requirement by the parties, Cavan will sell the assets to Four Seasons in accordance with the provisions of a definitive asset purchase agreement to be prepared and as generally described in paragraph (2) below (the "Purchase Agreement").
2. The Purchase Agreement shall, among other terms customary in the transactions of this nature, include the following terms:
 - a. The purchase price (the "Purchase Price") for the assets and associated real property shall be six hundred thousand dollars (\$600,000), subject to adjustments provided in paragraphs 2(d) and 3 hereof and payable as follows:

- (1) Four Hundred Thousand dollars (\$400,000) in cash or good funds at closing;
 - (2) The balance of Two Hundred Thousand dollars (\$200,000.00 to be paid over a period of five years in equal monthly payments, including principal and interest computed at 8% annually.
 - (3) The remaining balance of Two Hundred Thousand dollars (\$200,000.00) shall be evidenced by a promissory note and shall be secured by a Security Agreement on the assets transferred and mortgages on the real estate to be transferred. The note shall also be secured by the personal guaranty of Timothy Martz.
- b. The assets shall not include the seller's cash, receivables, utility deposits or similar type liquidity or investments and books and records pertaining the corporate organization.
 - c. Buyer will agree to assume certain existing contracts of seller including the tower site lease relating to the station and the assumed contract shall be set forth in the Purchase Agreement.
 - d. The Purchase Price shall be subject to normal closing prorations.
 - e. The obligations of the parties to consummate the proposed transaction shall be subject to receipt of any required consents or authorizations usual and customary in transactions of this nature.
 - f. The representations, warranties and covenants shall be set forth relating to the assets by the Buyer and the Seller which are usual and customary in transactions of this nature.
 - g. Consummation of the transaction is conditioned upon Buyer completing its efforts and securing financing that is sufficient to accomplish the proposed acquisition.
 - h. Buyer or Seller may terminate the Purchase Agreement without penalty or liability, except in the event of default of the party seeking to terminate this Agreement, if for any other reason, the Closing thereunder has not taken place by October 1, 1993, provided however that if the necessary FCC consent has been received by the parties for

the transfer of the station from Buyer to Seller, then neither party may terminate the Purchase Agreement.

- i. All federal state and local sales or transfer taxes arising from the conveyance of the assets and real estate to Buyer shall be borne in accordance with the custom and practice of sales transactions in Aroostook County or the State of Maine. Buyer and Seller agree to share equally the payment of the FCC filing fee.
- j. A representation by the Buyer that to the best of its knowledge, it is qualified to be the licensee of the Stations and a representation by Seller that is qualified to assign the licenses of the Stations.

3. Within five business days of the written execution of this letter by the parties, Buyer shall deposit with an escrow agent suitable to the parties the sum of \$30,000 pursuant to an escrow deposit agreement among the parties. In the event that the Buyer wrongfully fails to close and the Seller has fully complied with the terms of the Purchase Agreement, only in that event Buyer shall forfeit the deposit to the Seller as liquidated damages and as the exclusive remedy of Seller against Buyer.

4. The parties shall in good faith endeavor to prepare and negotiate a definitive Purchase Agreement, acceptable to each party in its discretion to be executed by the parties no later than April 9, 1993. If the Purchase Agreement is not executed by that date, then the terms of this letter shall expire without any liability either of the Seller or Buyer and the remaining cash deposit shall be returned to Buyer.

5. Each party shall bear all costs incurred in connection with the transaction contemplated by this letter, including the respective costs of preparing the agreement and the necessary application before the Federal Communications Commission to be filed jointly by the parties.

6. Buyer may assign its rights and obligations under this letter to a subsidiary corporation provided it is wholly owned and controlled by Timothy Martz and assumes all the rights and obligations under the proposed Purchase Agreement.

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Mr. Timothy Martz
March 16, 1993
Page 4

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Sincerely,

CAVAN COMMUNICATIONS CORP.

J. Dominic Monahan, President

ACCEPTED BY AND AGREED TO:

FOUR SEASONS COMMUNICATION

Timothy Martz, President

DATE

Attachment G

3085 Powell Street
Eugene, Oregon 97405

September 14, 1993

Mr. Walter W. Krite Meyer
Mr. Keith L. Fornal
31 Brunswick Avenue
Moosup, Connecticut 06354-1101

Gentlemen:

Thank you for your letter of August 27, 1993, regarding your trip to Presque Isle and your continued interest in purchasing Station WTMS(AM).

In response to your questions, let me begin by saying our asking price for the station is \$55,000. I believe this is a fair price for the Presque Isle market given that the station is a fulltime facility, includes the transmitter site, and the fact that the only other station in the market [WFST-a daytime only facility] which was also silent, sold for \$54,000, and included very little land and a very small building which has to be outfitted as a studio.

The sale price includes the AM transmitter site, approximately 11 acres, and all of the AM equipment, including AM studio equipment. We would need to do an inventory of all of the studio equipment and then apportion it between the AM and the FM station. As you probably have surmised there has never been a clear separation of the studio equipment as most of it was used in the joint operation of the two stations. There is however a separate AM studio and related equipment which would be a part of the sale. Production equipment was never separated between the AM and FM stations. We would need to keep sufficient production equipment to support the FM as an independent station should that ever be necessary in the future.

Studio Rent: Insofar as the studio rent is concerned I would propose two options: A five year lease at the prevailing rental rate in Presque Isle. (I would propose a specified rent but have not check on local market rates.) We would also be willing to make available the services and expertise of our station manager, Mary Mayo, and our engineer, Andy Rebshur. Since you would not need them on a fulltime basis we would be willing to do this on a negotiated fee basis depending on the amount of their time devoted

to your needs. Mary, with over twenty years in the business, is perhaps the most knowledgeable person in the market with regard to radio. On top of that she is scrupulously honest and has a genuine interest in the broadcast business. Andy Rebshur is a rare find in a small market like Presque Isle. Although Andy has been blind from birth, he is as talented an engineer as I have ever met. Moreover, anyone I have ever met who has dealt with Andy has much the same opinion. As newcomers to the Presque Isle market you would be well advised to consider their services.

Impact of FM Sale on Lease: I do not think the sale of the FM station should affect any lease we might enter. I say this for two reasons: One, Four Seasons, which has a right of first refusal on the FM, already has studio facilities and would not require the WTMS studios should it exercise that right. It presently conducts its operation of WTMS-FM from its studios at WBPW. Second, we would make any sale of the FM contingent on the AM lease being wholly assignable.

With regard to offsetting the cost of repairs to the transmitter and tower, we would be willing to split those costs if the total costs did not exceed \$5000, with you deducting our share of the split from the purchase price. Approximately two years ago we were told that the cost of repairs to the AM transmitter would be \$1300-1500. Using a "grain of salt" approach, I think the total cost may be somewhere closer to double that or \$3500. I do know the transmitter should be outfitted with new tubes and a type accepted limiter. I am aware that the tower, or at least one of them needs to be straightened. I have no idea what this may cost. Andy Rebshur, our local engineer, believes this is a matter of proper tension on the guy wires and could be corrected with relatively little cost. I have asked Andy to check into the matter with a local tower man. Andy will also assemble a list of the items needed to overhaul the transmitter. He should be back to me in a few days on this.

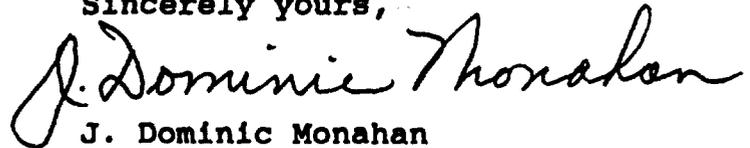
Owner Financing: Wally and I are fully agreeable to owner financing but would want 25% down with the rest to be financed over five to seven years. However, this may not be wholly within our control as the bank, which has a mortgage on the stations, would doubtlessly have the final say on this. Assuming the bank is agreeable, we would certainly be agreeable. We would also consider a small purchase price if you were agreeable to a reciprocal increase in the studio rent. In other words we want to achieve the same result, but would be willing to take part of it through studio rent.

Liens and Taxes: As noted above the bank still has a mortgage on the entire WTMS-AM/FM operation. Thus, the AM site and equipment is under that mortgage. There are no outstanding tax

liens and taxes on the AM site are current. Incidentally, annual taxes on the AM site are about \$300 per year. Any taxes which might be due at a closing on the sale of the station would be prorated.

Since we last talked in August two other parties have surfaced who are interested in the station. Wally and I are engaged in discussions with them. I have told each of them that there are other persons interested in the station. In each instance we have told them that others are interested in the station and that we wish to move forward on the sale of this property as quickly as possible. Please let me know if I can be of further assistance to you.

Sincerely yours,

A handwritten signature in cursive script that reads "J. Dominic Monahan". The signature is written in dark ink and is positioned above the printed name.

J. Dominic Monahan

cc Walter S. Hamsher, III
1942 Rockingham
McLean, Virginia 22101

Attsachment H

December 14, 1993

J. Dominic Monahan
3035 Powell Street
Eugene, Oregon 97405

Dear Mr. Monahan:

Thank you for your letter of September 14 explaining some of the sale terms of WTMS-AM. Please excuse the length of time this response has taken.

Mr. Fornal and I are still interested in the station, and we would like more information on WTMS-AM if you are willing to help us. Could you please supply some or all of the following?:

- 1). Financial statements for the past 5 years (preferably audited).
- 2). Past income projection statements.
- 3). License renewal date.
- 4). Name of bank which holds the mortgage.
- 5). Amount of mortgage.
- 6). Engineer's report on the station.
- 7). Official coverage (contour) map.
- 8). Make, model number, and year of transmitter.
- 9). Examples of sample contracts with advertisers, networks, etc.
- 10). Give size and names of sales staff (including Canadian).
- 11). Original air date of station, and history of ownership.
- 12). Assessed property value of transmitter site and studio facility.
- 13). Inventory of equipment, facilities included in asking price.
- 14). Copy of Public Access File

I realize that this is rather alot of information to request at one time. However, since some of it cannot be obtained through other sources, I must rely upon your favor.

Thank you for your time and attention to this matter. I look forward to your reply.

Sincerely,


Walter W. Kitemeyer

cc: Keith L. Fornal

Attachment I

Admitted to Practice District
of Columbia, 1988

LAW OFFICES OF J. DOMINIC MONAHAN

777 High Street, Suite 300
Eugene, Oregon 97401-2787

(Practice Before Federal Courts and
Administrative Agencies)

Telephone: (503) 484-9292
Telefax: (503) 343-1208

September 22, 1993

Mr. Michael Tibbits
P.O. Box 2007
Portland, Maine 04104

Dear Mike:

Per our conversations I am setting out my thoughts with regard to your interest in a local market agreement ("LMA") with Station WTMS-AM (formerly WEGP) in Presque Isle, and ultimately an agreement to purchase the station.

As I indicated we are quite willing to enter into an LMA with you and your partners on a one year trial basis with the understanding that you would have an option to purchase the station after the trial period. The agreement would be effective December 1, 1993, with expected operation by you to begin January 1, 1994.

During the course of the LMA operation you would utilize the air time of the station (we would reserve the right to use up to two to four hours per week for our own programming in non-prime time periods, i.e. Sunday mornings, etc). In exchange you pay a monthly fee to be determined based on our operating costs, plus \$500 per month. The arrangement would be subject to a standard written agreement common to the broadcast industry for similar arrangements. This agreement would have to be filed with the FCC but I would not anticipate any need for prior approval.

Some preliminary matters. Because the station's transmitter has been off the air some two years, it will have to be inspected and certain repairs made. I am aware from conversations with local engineers that the "repair process" will require new tubes and the installation of an FCC required limiter for audio processing purposes. Estimates for this work have ranged from \$1500 to \$3500. I suspect the real cost is nearer \$3500 than \$1500.

One of the two station towers on the Chapman Road antenna site needs to be straightened and the base repaired. I have no firm estimates on this work but have been told that it could be done for something in the neighborhood of \$1,000. This would involve

adjusting the tension in the wires and other adjustments to take the sway out of the tower. My suggestion is to have Fred Muenster of Presque Isle look into it and come up with a bid. I have been told that it will be necessary to rent some special equipment for tensioning the guy wires.

Since Cavan must retain a presence in the market we will continue to occupy the studios on Airport Road and will also continue to employ Mary Mayo and Andy Rebshur as our manager and engineer. However, we are more than willing to allow you to contract for their services on an "as needed" basis.

We would also make available to you sufficient space in the studio for your operations. This rental cost would be factored into the monthly payment from your group for use of the WTMS-AM air time. It will depend on the amount of space and our operating cost for the building. For your information the assessed valuation of the building and land for local tax purposes is about \$92,000 and the transmitter site is about \$12,000.

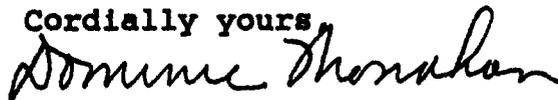
Typically, the factors which go into determining a monthly LMA fee include such items as utilities, taxes, rental costs, maintenance, engineering expenses, insurance, FCC licensing fees, etc. ASCAP and BMI will now allow the brokering party to deal directly with them instead of the station licensee. Frankly, I think this would be the more efficient way to handle this aspect of the operation.

After you have had an opportunity to consider the above, please give me a call. As I mentioned to you, two other parties are looking at the station for purposes of buying or LMA'ing the station. Since my partner, Walter Hamsher, and I are anxious to move on this matter, we intend to finalize an agreement with the first party who is ready, willing and able to deal.

I look forward to hearing from you.

Best regards.

Cordially yours



J. Dominic Monahan

Attachment J

Letter faxed on
8/26/93
at 11:08 AM.

August 26, 1993

VIA FACSIMILE TRANSMISSION
202-632-0158
AND FIRST CLASS MAIL

Federal Communications Commission
AM Branch
Room 342
Washington, D.C. 20554

Attn: Charlene Lofty

Re: Request for Further Extension
of Silence for Station WTMS(AM)
Presque Isle, Maine

Dear Sir or Madam:

This is in response to your letter of July 26, 1993 requesting information on the status of the operation of Station WTMS(AM), Presque Isle, Maine, and the efforts of its licensee, Cavan Communications Corporation, to return the station to operation. As the FCC's records show the station has been off the air as a result of serious financial problems. Although these problems continue the licensee has made a serious and concentrated effort to return the station to operation through a sale to qualified and interested parties. These efforts have been ongoing for more than two years and continue in earnest to date.

Beginning in the summer of 1991, Cavan Communications retained outside brokers to seek out and find qualified buyers. Thus the licensee retained the firm of Kozacko & Horton, Elmira, New York, for the purpose of finding a buyer for the sale of both WTMS(AM) and its sister Station WTMS(FM). Specifically, Mr. Mel Stone of that agency worked on this matter and was able to find only two or three interested parties. Through his efforts one prospective buyer did in fact inspect the facilities but was unwilling to submit an offer.

Cavan Communications also retained the services of Sales Marketing Services ("SMS"), Bangor, Maine, to seek out a qualified buyer for Station WTMS(AM). SMS has been pursuing this effort since September, 1991 and continues to seek out buyers to date. Over the past two years SMS has presented Station WTMS(AM) to at least six different parties. He has also sought out joint

operating arrangements with other station operators, one of whom continues to consider the matter. As shown in the attached letter from SMS, finding a buyer for a stand alone AM station in Northern Maine is not an easy matter.

In May 1992, Cavan entered into a local marketing agreement with Four Seasons Communications with regard to Station WTMS(FM), the sister station for WTMS(AM). This arrangement became necessary because of the financial condition of the company and the inability to find a purchaser for both Stations. As part of the LMA agreement, Cavan agreed to provide Four Seasons with a right of first refusal to purchase both properties. Four Seasons is a multiple owner of radio stations in several markets and has informed Cavan it wishes to exercise its purchase rights. Four Seasons is presently pursuing financing for the acquisition. Notwithstanding the rights of Four Seasons, Cavan has the right to sell WTMS(AM) independent of Station WTMS(FM), should it find a qualified and interested buyer.

Toward the end of selling WTMS(AM) independent of WTMS(FM) and in addition to using outside media brokers to find a buyer, Cavan Communications has also made individual efforts to sell the station, concentrating primarily on local parties from the Presque Isle area. To this extent, Cavan has presented Station WTMS(AM) to the following parties:

a. A local Christian group interested in operating the station with a religious format headed by Mr. Don Flewelling. Although Mr. Flewelling considered the matter and negotiations continued over several months, that group ultimately elected to buy another local AM station (WFST) which had gone silent. That sale was recently approved by the FCC.

b. Brian Lamont, a former radio station manager in the Presque Isle market who sought to put a local group together. However, Mr. Lamont has declined to go forward because of the unavailability of capital.

c. Most recently Cavan has been engaged in negotiations with Walter Krite Meyer, a prospective purchaser from Connecticut, who personally inspected the facility in early August, 1993, together with another investor and engineer. Cavan is awaiting a response from Mr. Krite Meyer.

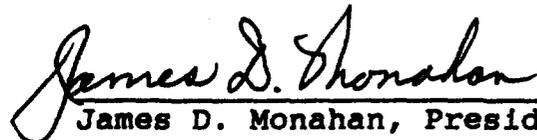
d. Currently, Cavan is engaged in discussions with Dr. Charles Nadeau, a local doctor with prior experience in radio. Cavan has had previous discussions with Dr. Nadeau. He is in the process of discussing the matter with two other parties with broadcast experience prior to making any decisions. Cavan anticipates a response from Dr. Nadeau within the next three weeks.

Cavan has continuously worked to find a buyer for Station WTMS(AM) despite the unusually difficult market for single AM stations in Northern Maine. After two years of frustration these efforts appear to be bearing some positive results. Accordingly, Cavan Communications Corporation respectfully requests and additional six (6) months time in which to complete the sale of the station and submit an appropriate application to the Commission for approval.

The requisite Anti-Drug Abuse Certification required of this filing is attached.

Respectfully Submitted

CAVAN COMMUNICATIONS CORPORATION


James D. Monahan, President

8910-SML
WMIM(AM)

ANTI-DRUG ABUSE ACT CERTIFICATION

The applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862a, or, in the case of a non-individual applicant (e.g. corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. § 1.2002(b).

Yes

No

<i>Cavan Communications Corp</i>	<i>James D. Monahan</i>	:	:
: Name of Applicant	: Signature	:	:
: <i>August 26, 1993</i>	: <i>President</i>	:	:
: Date	: Title	:	:
:	:	:	:
:	:	:	:



Sales Management Systems, Inc.

Broadcast Consultants

August 24, 1993

Mr. James D. Monahan
President
Cavan Communications Corp.
P.O. Box 1170
Presque Isle, Maine 04769

Dear Mr. Monahan:

This letter will confirm the brokerage arrangement between my company, SMS, and Cavan Communications Corporation, and the efforts made to date to find a qualified buyer for the radio station WTMS (AM), Presque Isle, Maine.

Originally, SMS was retained to find a buyer for both stations WTMS - am/fin, in the fall of 1991. Shortly thereafter, SMS arranged to present the stations to two investors from Connecticut who indicated an interest in the facilities. After a personal inspection of the facilities and several months of negotiations, they declined to submit an acceptable offer. Thereafter, station WTMS (FM) entered into a local marketing agreement with a third party.

Since that time SMS has continued to pursue interested buyers for station WTMS (AM) and over the past two years, I have personally presented the station to six different parties who have shown interest in the station. I have also explored a possible joint venture with another station operator in down state Maine who continues to consider the matter.

In this past month I have identified a local professional in the Presque Isle market with former radio experience who has shown interest in acquiring the station. He is in the process of reviewing the proposal with two local investors, both of whom have had prior radio experience. I expect a response

should be forthcoming within the next two weeks on the proposal and will keep you advised.

As we have discussed on several occasions, the sale of a stand alone AM station in Northern rural Maine is not without some difficulty. The loss of Loring Air Force Base to the local Presque Isle/Caribou economy has depressed an already limited market. Effecting a sale will require finding the right buyer at the right time. I continue to make these efforts and believe with the introduction of the Free Trade Agreement with Canada that conditions for the sale of the station have been greatly improved.

I look forward to a continued working relationship with you and Cavan Communications and the successful sale of station WTMS (AM).

Sincerely yours,

SALES MANAGEMENT SYSTEMS, INC.

Kevin Schmersal, President

NO.	COM	PAGES	FILE	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
6.00	01	OK	002/002	912	00:01'21	XMT T	15039253062	AUG-26 08:12	840446A00800 1548-1
8.00	02	OK	006/006	913	00:03'23	XMT T	3447487	AUG-26 09:07	840446200800 16443-1
	03	420	000		00:00'41	RCV		AUG-26 09:17	010200000000
6.00	04	OK	002/002	914	00:00'56	XMT T	15033891777	AUG-26 09:21	840456307820 21124-3
6.00	05	OK	002/002	915	00:00'53	XMT T	13127012361	AUG-26 09:51	800446A02800 17216-2
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10.50	09	OK	011/011	918	00:06'55	XMT T	15105490854	AUG-26 10:40	800446A00800 3201-2
	10	542	001/008	919	00:01'53	XMT T	12026320158	AUG-26 11:05	840456A07820
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9.50	12	OK	009/009	920	00:08'35	XMT T	12026538773	AUG-26 11:15	840456A07820 1912-3
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	16	OK	002/002	924	00:00'54	XMT T	15032240388	AUG-26 11:40	840456307820 Admin
	17	OK	002		00:01'28	RCV	7132234519	AUG-26 11:42	05024AAC2800
	18	OK	003		00:02'12	RCV	GROUP3	AUG-26 11:48	010246A02800
6.50	19	OK	003/003	927	00:01'39	XMT T	12166423294	AUG-26 12:01	840446200800 05950-18
	20	OK	015		00:07'48	RCV	2028573702	AUG-26 12:12	050246A02800
	21	OK	001		00:00'56	RCV	5033445670	AUG-26 12:39	052296307820
	22	OK	019		00:07'10	RCV	405 235 9159	AUG-26 12:51	050256A02820
	23	OK	002		00:01'26	RCV	503-585-1384	AUG-26 13:05	050246202800
	24	OK	002		00:01'29	RCV	9034555485	AUG-26 13:27	050246202800
	25	OK	001/001	933	00:01'20	XMT T	15105490854	AUG-26 13:31	800446A00800 3201-2
	26	404	002/015	934	00:02'59	XMT T	15105490854	AUG-26 13:33	800442A00800
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	28	407	001/013	934	00:01'49	XMT T	15105490854	AUG-26 13:40	800446A00800
	29	OK	002/002	948	00:01'21	XMT T	15105490854	AUG-26 13:43	800446A00800
	30	OK	010/013	934	00:07'53	XMT T	15105490854	AUG-26 13:45	800446A00800
	31	OK	009/009	949	00:09'19	XMT T	6838613	AUG-26 13:57	840442200800 21124-
5.00	32	OK	001/001	950	00:01'12	XMT T	6838613	AUG-26 14:07	840442200800



FAX

METROMEDIA COMMUNICATIONS CORPORATION

CALL MANAGER FOR PERIOD 08/23/93 THROUGH 09/20/93

NAME : LUVAAS/COBB/RICHARDS & FRASER. ACCOUNT # : 4108374-04

REPORT DATE : 09/27/93 PAGE # : 8

*** CALL DETAIL ***

Table with columns: DATE, TIME, CALL TO, NUMBER, RP, TYPE, MIN, AMT, DATE, TIME, CALL TO, NUMBER, RP, TYPE, MIN, AMT. Contains call logs for various locations like PORTLAND, WASHINGTON, CHICAGO, SAN FRAN, etc.

RATES SHOWN INCLUDE VOLUME DISCOUNTS WHERE APPLICABLE.

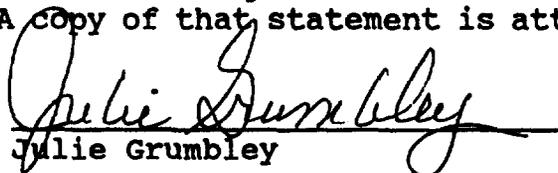
DECLARATION

I, Julie Grumbley, declare under penalty of perjury, that the following is a true and correct statement.

I am a legal assistant in the law offices of Luvaas, Cobb, Richards and Fraser, Eugene, Oregon.

On August 26, 1993, I assembled a letter request on behalf of Cavan Communications Commission which had been prepared by J. Dominic Monahan, and included attachments. At approximately 11:00 a.m. I personally inserted this letter and materials in the office facsimile machine and transmitted it to 202-632-0158, a number provided to me by Mr. Monahan, which I was told was the receive number for the AM Branch in Washington, D.C.

Attached to my declaration is a copy of the materials I transmitted. Once I had transmitted the material I returned the attached copy to Mr. Monahan with the notation they had been successfully transmitted at 11:08 a.m. on August 26, 1993. The reason I believed the transmission had been successful was that the facsimile journal for that date under the section entitled "COM" read "OK," which indicates that the transmission was successful. As you will note from the journal all six of the pages are listed as transmitted. you will also note that the first attempted transmission to the number was not successful. However, the second attempt was recorded as successful. See attached copy of daily fax journal for August 26, 1993. I would also note that our office received a statement from the firm's long distance carrier for charges on the transmission. A copy of that statement is attached.


Julie Grumbley

December 8, 1993

Attachment K